

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

## CATHERINE WATKINS,

**Plaintiff,**

**Civil Action No. 4:20-cv-2037**

V.

**DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE, IN TRUST  
FOR NEW CENTURY HOME EQUITY  
LOAN TRUST 2005-2,**

## Defendants.

**PLAINTIFF'S COUNSEL'S UNOPPOSED MOTION TO WITHDRAW AS COUNSEL  
OF RECORD FOR PLAINTIFF**

NOW COMES JOHN G. HELSTOWSKI and the J. Gannon Helstowski Law Firm, counsel of record (“Plaintiff’s counsel”) for Catherine Watkins (“Plaintiff”), and hereby moves this court to allow him to withdraw as Plaintiff’s counsel of record in this cause, and in support thereof would respectfully show unto the Court the following:

1. On May 29, 2020, Plaintiff and Plaintiff's counsel executed a Contractual Agreement for Legal Services ("Fee Agreement"), wherein Plaintiff agreed to compensate her counsel to represent her in this matter. The Fee Agreement clearly sets forth the terms and conditions of the engagement, including the requirement of Plaintiff to timely pay monthly payments of her accruing attorney's fees and costs. A true and correct copy of the Fee Agreement is attached hereto marked Exhibit "A".

2. Under the express terms of the Contract, Plaintiff agreed to pay Plaintiff's counsel an initial \$4,000.00 payment, and then to make monthly payments of \$1,500.00 per month for all

legal fees incurred through completion of the case.

3. On June 1, 2020, Plaintiff filed her *Plaintiff's Original Verified Petition and Application for Temporary Restraining Order and Temporary Injunction* under Cause No. 2020-32766 in the 281st Judicial District Court of Harris County.

4. On June 10, 2020, Defendant Deutsche Bank National Trust Company collectively filed their Notice of Removal, whereby the above styled and numbered cause was removed to the United States District Court, Southern District of Texas, Houston Division, under the above civil action.

5. On August 1, 2020, Plaintiff made a payment of \$3,000.00 which was disputed on August 4, 2020. The firm reached out to the client to notify her of the dispute.

6. On August 7, 2020, Plaintiff made two payments of \$1,500.00 which were disputed on August 12, 2020. The firm tried to reach the client by phone, email and text to no avail. No further payments were attempted.

7. Plaintiff's counsel tried to get in contact with the Plaintiff numerous times since the last payment dispute.

8. On September 2, 2020, Plaintiff's counsel called and emailed Plaintiff to touch base regarding her case status and upcoming deadlines.

9. After being notified by the sister of the Plaintiff that Plaintiff may have contracted COVID. Plaintiff's counsel requested that the court provide her with two week extension of time to respond to the Defendant's Motion for Summary Judgement. Plaintiff's counsel further asked Plaintiff and Plaintiff's sister to contact the Helstowski Law Firm ASAP concerning the need for Plaintiff's assistance to respond to the Summary Judgement. Neither the Plaintiff or Plaintiff's

sister have contacted Plaintiff's counsel since September 2, 2020.

10. Plaintiff has defaulted under the terms of the Fee Agreement and has not made any attempts to get in touch with the firm, nor has she attempted to remit monthly payments for the past six (6) months, nor has Plaintiff reimbursed Plaintiff's counsel for any of the costs that have been incurred and advanced on her behalf such as filing fees and clerk fees.

11. Plaintiff's counsel has made repeated, numerous phone calls and sent written emails to Plaintiff demanding payment of the past due attorney's fees and costs owed under the Contract, and Plaintiff has failed, neglected or refused to respond to Plaintiff's counsel or make any further payments, and has also failed to provide Plaintiff's counsel with any further assistance in the prosecution of this cause or defense against the Defendant's counterclaim.

12. Therefore, since Plaintiff has breached the express terms of the Contract and has failed to assist counsel in the prosecution of her case or defense against the Defendant's counterclaim, Plaintiff's counsel is unable and unwilling to continue to represent Plaintiff in this cause and hereby seeks permission to withdraw.

13. This motion is not sought for purposes of delay or harassment, but rather so that justice may be done. No party will be materially harmed or prejudiced by the granting of this motion, and no party is opposed as evidenced by the attached Certificate of Conference of counsel.

14. Plaintiff has been provided notice of the pending deadlines in the case and copies of all motions and orders filed as well as a letter informing Plaintiff she has a right to file a written objection/response to this Motion and request a hearing setting for the same.

15. The last known address, telephone number and email address of the Plaintiff is as follows:

Catherine Watkins  
8318 Homewood Lane  
Houston, Texas 77028  
346-256-5054  
Wardisha04@icloud.com

16. On November 23, 2020, Plaintiff's Counsel emailed and certified mailed copies of the Plaintiff's Counsel's Unopposed Motion to Withdraw as Counsel of Records to Plaintiff's last known address. The status of delivery is unknown. Catherine Watkins has failed to provide written consent for the withdrawal as counsel. A true and correct copy of the certified mail receipt with tracking history to evidence the same is attached hereto marked Exhibit "B" and incorporated herein by reference for all purposes.

**WHEREFORE, PREMISIES CONSIDERED**, Plaintiff's counsel of record, John G. Helstowski, and his law firm, The J. Gannon Helstowski Law Firm, respectfully requests that the Court grant all relief requested in the foregoing motion for the reasons set forth therein, and enter an Order granting this motion and allow him to withdraw from further representing Plaintiff in this cause, and for such other and further relief, at law or in equity, to which Plaintiff's counsel may show himself justly entitled.

Respectfully submitted,

/s/ John G. Helstowski  
John G. Helstowski  
Texas State Bar No. 24078653  
J. GANNON HEWLSTOWSKI LAW FIRM  
5209 Heritage Ave, Suite 510

Colleyville, TX 76034  
Tel. (817) 382-3125  
Fax. (817) 382-1799  
Email: [jgh@jghfirm.com](mailto:jgh@jghfirm.com)  
Attorney for Plaintiff Catherine Watkins

**CERTIFICATE OF SERVICE**

I hereby certify that on December 14, 2020, a true and correct copy of the foregoing *Plaintiff's Counsel's Unopposed Motion to Withdraw as Counsel of Record* was served upon all parties and counsel of record in this cause via the Court's ECF notification System and by regular first-class mail pursuant to the Federal Rules of Civil Procedures, and to Plaintiff as follows Catherine Watkins, 8318 Homewood Ln., Houston, TX 77028

/s/ John G. Helstowski  
John G. Helstowski

**CERTIFICATE OF CONFERENCE**

I hereby certify that prior to the filing of the foregoing *Plaintiff's Counsel's Unopposed Motion to Withdraw as Counsel of Record* on October 23, 2020 I conferred by email with attorney Matt Manning and Matthew Knox lead attorneys of record for the Defendant, and they advised that they are unopposed.

/s/ John G. Helstowski  
John G. Helstowski

**VIA EMAIL:** [wardisha04@icloud.com](mailto:wardisha04@icloud.com)

**FIRST CLASS AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Catherine Watkins  
8318 Homewood Ln.  
Houston, TX 77028  
Last Known Telephone Number: (346) 256-5054

/s/ John G. Helstowski  
John G. Helstowski

J. Gannon Helstowski Firm, P.C.  
13601 Preston Road, Suite E920  
Phone: 817.382.3125  
Fax: 817.382.7199

### CONTRACTUAL AGREEMENT FOR LEGAL SERVICES

Catherine Watkins

The undersigned, \_\_\_\_\_ hereafter called "Client," by execution of this Agreement has this day employed The J. Gannon Helstowski Law Firm hereinafter called "Attorneys," to represent Client in the following:

\_\_\_\_\_ Foreclosure Defense lawsuit including a Temporary Restraining order, Injunction hearing and through discovery, mediation and Trial.

- The minimum fee is refundable until earned but is depleted once the case is filed.
- This contract does not include any Appeal work.
- Client will be responsible for any Bond that needs to be posted,

**\*Despite the successfully receiving a Temporary Restraining From the Presiding Judge, the Bond and order DOES NOT TAKE EFFECT UNTIL THE CASH BOND IS POSTED AND THE RECEIPT IS DELIVERED TO OPPOSING COUNSEL WITH SAID ORDER.**

By execution of this agreement, Client also appoints Attorneys as his agents and lawful attorneys-in-fact in connection with this matter.

**Fees.** The Firm presently uses a **flat fee agreement** and for reference the hourly fee schedule below as a factor in determining a reasonable fee:

Owner	\$400.00/Hour
Attorneys	\$350.00 /Hour
Of Counsel	\$350.00/Hour
Paralegal	\$200.00 /Hour
Legal Secretary	\$50.00/Hour

**What are some common billable services?**

*J. Gannon Helstowski Law Firm P.C.*



Any Court appearance: 1.50 hour minimum  
 Attorney Client meetings: 1.00 hour minimum  
 Telephone conferences: .20 hour minimum  
 Review of Client file: .25 hour minimum  
 All letters from Attorney: .25 hour minimum  
 Attorney from & to all email: .20 hour minimum

Review of incoming faxes or documents .20 hour minimum  
 Update Client file for Court Hearing .60 hour minimum  
 Court run by staff .60 hour minimum  
 All letters from staff .25 hour minimum  
 Staff from & to all emails .25 hour minimum

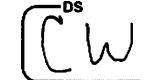
The hourly fee schedule may be adjusted by the Firm. The Client acknowledges the right of the Firm to adjust the hourly fees during the course of the above referenced Matter.

### Flat Fee Explanation

**Minimum Pre Filing Fee** As a condition of the employment of Attorneys, Client agrees to pay \$4,000.00 to Attorneys. This money is a minimum fee for legal services. It is paid in consideration of my attorneys reserving and committing time to be available in representing me, thereby precluding my attorneys from accepting other clients and employment, including potentially conflicting interests.

Client understands and specifically agrees that:

1. The minimum fee will be earned by Attorneys immediately upon payment and will be deposited in Attorney's business account rather than a client trust account;
  - a. Client will not be entitled to a refund of any portion of the minimum fee, even if the representation ends before Attorneys has provided legal services equivalent in value to the minimum fee according to the provided fee schedule.
2. **Initial Attorney Fee:** Responsibility to provide legal services will be accepted and work will begin when Attorneys receive \$ 2,500.00. An anticipated bond amount of \$0.00 will be collected at the same time the initial attorney fee is collected. A total of \$4,000.00 will be due before any lawsuit is filed.
3. **Recurring Monthly Attorney Fee:** Monthly litigation fees are pre billed for the month and billed monthly on the first of each month.. Thereafter, and until the conclusion of the matter, client understands and agrees to pay \$ 1,500.00 per month.. This amount comes due on the **1st day of litigation** at any point in any month that litigation is filed (or) the 1st day of each month of litigation, until **resolution of litigation**.
  - a. **Litigation begins the same day the lawsuit is filed. The “Minimum Pre Filing Fee” does not cover the first month “Recurring Attorney Fee”.**
4. **Fee's contingent:** In addition to all fees mentioned above, client agrees to pay Attorneys a fee contingent on what is recovered in this matter by way of settlement, judgment, or otherwise, to be computed as follows:
  - a. 33 1/3% of all sums recovered if the case is settled prior to OR after a suit being filed.

  
 Client Initial

**Costs.** All costs expended by attorneys for client's behalf are billable to client. This includes but is not limited to filing fees, civil service fees, ad litem fees, sheriff and constable fees, copying expenses, long distance telephone expenses and all other direct costs expended by attorneys.

The following costs will be billed as follows:

- a. copy costs @ \$0.15/per page
- b. print out costs @ \$.04/per page
- c. Civil service of lawsuit:

\$75.00 Service of Civil Process - Per Document Served (\*per defendant);

i. Additional charges on service of process may include the following.

- \$55 Priority Rush on service(\*per defendant)
- \$35 Pick up / Printing fee (per defendant)

- d. Filing fee: \$200-300 \*varies county to county
- e. Issuance of citation \$8-15 per defendant
- f. Issuance of notice \$8-15 per defendant

Client agrees that the aforementioned costs are **necessary and reasonable**. Further the client agrees that any **third party vendors may bill the client directly** so long as they are facilitating services within the scope and bounds of this agreement AND the costs remain within the scope and bounds of this agreement.

CW<sup>ds</sup>

#### UPDATES and PAYMENTS:

Client understands that the Attorney will only update the client at critical points during the litigation process. If further updates are requested by the client, the request shall be made in writing by emailing the case manager in charge of their case. The update will be provided in writing within 72 hours of the request. **Attorney fees SHALL NOT be withheld** while the client is waiting on their requested update. As a function of this contract failure to remit timely payments will result in the Attorneys withdrawal as counsel or dismissal of the lawsuit.

CW

**Non-payment:** Non payment occurs after the 15th day past the date of the original invoice

**Client understands and agrees that the Attorney may dismiss any lawsuit the Attorney is representing the client on or for, without prejudice, for failure to pay all fees due 15 days past the due date.**

CW<sup>ds</sup>

Any bills for fees, costs and expenses not paid within **fifteen (15) days** of the date of the bill shall be assessed a cumulative late charge of 1 and a half percent (1.5%) of the amount due and owing on a monthly basis. I shall have the right to stop all work on your behalf if any of my bills are not paid within fifteen (15) days of the date of my bill(s).

Attorneys retain the right to cease legal work and withdraw from representing the Client and keep all funds received for legal services and expenses if Client does not make payments as

requested by Attorneys. Should the Attorney be required to bring a lawsuit or otherwise spend time trying to collect the amounts due under this Agreement, you agree that you will also be responsible for my court costs and reasonable attorney's fees. Venue for any action shall be in Dallas County, Texas.

Any sums collected on behalf of the Client, when received by Attorneys, shall be first credited against Client's obligation to Attorneys.

**Payment by Opposing Party.** The court may order the other party to pay part or all of your attorneys fees and costs. Such awards are totally unpredictable. You will remain primarily liable for such fees and costs. Any amount received pursuant to court order will be credited to your account or refunded to you if we have already been paid in full.

**No Results Predicted.** We have not made any warranties or representations, nor have we provided you any assurances as to the favorable or successful resolution of your case. All of our expressions relative to the strength of your case are merely professional speculation that cannot be definitively relied upon. No promise or guarantee has been made as to the outcome of this matter.

**Client Cooperation.** Your complete cooperation is very important. You must immediately inform our office of any change of address, phone number, employment, and other material facts and circumstances. Full disclosure of facts is essential to enable me to effectively represent you.

**TAX DISCLOSURE AND ACKNOWLEDGMENT:**

THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEYS HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.

FURTHERMORE, THE CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.

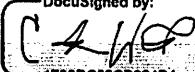
I CERTIFY THAT THIS CONTRACT HAS BEEN EXPLAINED TO ME THOROUGHLY IN MY NATIVE LANGUAGE OF SPANISH

  
Client Initial

Client has read this Agreement and agrees to each of the terms and conditions stated in it.

6/1/2020

SIGNED AND ACCEPTED on \_\_\_\_\_.

DocuSigned by:  
  
1739DC88C902494

Client

J. Gannon Helstowski  
Attorney

Printed Name: Catherine Watkins

## Certified Mail Tracking Summary Report Detail

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✓ Update & Create Report

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J. Gannon Helstowski Law Firm  
5209 HERITAGE AVE, SUIT 510  
COLLEYVILLE TX 76034-5993

**\$4.35 US POSTAGE**  
**FIRST-CLASS**  
Nov 23 2020  
Mailed from ZIP 76034



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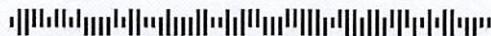
USPS CERTIFIED MAIL



11923275

9407 1118 9876 5821 7453 02

Catherine Watkins  
8318 HOMWOOD LN  
HOUSTON TX 77028-1514



Reference	
USPS #	9407111898765821745302
USPS Mail Class	Certified with Electronic Delivery Confirmation
USPS Status	The delivery status of your item has not been updated as of November 26, 2020, 2:02 am. We apologize that it may arrive later than expected.
USPS History	<p>Out for Delivery, 11/25/2020, 8:02 am, HOUSTON, TX 77028</p> <p>Arrived at Unit, November 25, 2020, 7:51 am, HOUSTON, TX 77016</p> <p>Departed USPS Regional Destination Facility, 11/24/2020, 10:07 pm, NORTH HOUSTON TX DISTRIBUTION CENTER</p> <p>Arrived at USPS Regional Destination Facility, 11/24/2020, 10:09 am, NORTH HOUSTON TX DISTRIBUTION CENTER</p> <p>Arrived at USPS Regional Origin Facility, 11/23/2020, 11:16 pm, COPPELL TX DISTRIBUTION CENTER</p> <p>Accepted at USPS Origin Facility, November 23, 2020, 10:01 pm, COLLEYVILLE, TX 76034</p>
Updated Date	12/14/2020

Feedback & Support



Account #	91265
Electronic Delivery Confirmation	
Return Receipt (Signature)	
<b>Delivery Information</b>	
To Name	Catherine Watkins
To Company	
To Address1	8318 Homewood Ln
To Address2	
To City	Houston
To State	TX
To Zip	77028

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## Get in Touch

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### CONTACT US

📍 **Address:** 950 Celebration Blvd Suite G  
Celebration, FL 34747  
USA

📞 **Phone:** 800-406-1792

### CUSTOMER REVIEWS

Aaron was extremely helpful with assisting me with a refund issue. He was very professional and poli...

★★★★★

My deepest thanks to Corinne for her patience and kindness. She remained on the phone until the lab...

★★★★★

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